

## HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

<b>PART I.</b>		<b>CFDA: (DOJ) 16.727</b>
<b>1. APPLICANT AGENCY:</b> Cochise County Sheriff's Office	<b>GOHS CONTRACT NUMBER:</b> 2012-DOJ-015 (2011)	
<b>ADDRESS:</b> 205 Judd Drive, Bisbee, Arizona 85603	<b>PROGRAM AREA:</b> DOJ (2011) <b>TASK:</b> N/A	
<b>2. GOVERNMENTAL UNIT</b> Cochise County	<b>AGENCY CONTACT:</b> Mark Genz	
<b>ADDRESS:</b> 1415 Melody Lane, Bisbee, Arizona 85603	<b>3. PROJECT TITLE:</b>	
<b>4. GUIDELINES:</b> DOJ – Enforcing Underage Drinking Laws (EUDL)	Underage Alcohol Enforcement	
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal DOJ (2011) funds will support purchase of Capital Outlay (Fatal Vision Goggles), Personnel Services (Overtime) and Employee Related Expenses to enhance underage drinking enforcement activities throughout Cochise County. Liquor activities included but not limited to the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor.		
<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FY 2012</b>	
<b>I. Personnel Services</b>	\$2,899.00	
<b>II. Employee Related Expenses</b>	\$1,101.00	
<b>III. Professional and Outside Services</b>	\$0.00	
<b>IV. Travel In-State</b>	\$0.00	
<b>V. Travel Out-of-State</b>	\$0.00	
<b>VI. Materials and Supplies</b>	\$0.00	
<b>VII. Capital Outlay</b>	\$1,000.00	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$5,000.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM:</b> Effective Date ( <i>Date of GOHS Director Signature</i> )	<b>TO:</b> 12-31-2012
<b>CURRENT GRANT PERIOD</b>	<b>FROM:</b> 06-01-2011	<b>TO:</b> 12-31-2012
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$5,000.00</b>		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

Cochise County is located in the southeastern corner of Arizona. The Cochise County Sheriff's Office is responsible for all unincorporated areas within the county and consists of 85 sworn deputies, 65 detention officers and 48 civilian personnel. Within the sworn ranks, deputies work in patrol, investigations or the Border Alliance Group.

The 2007 population of the county was listed as 137,200 and covers 6,250 square miles. Cochise County maintains 1,441 miles of roads. 576 miles of these are paved and 865 are dirt. Also running through Cochise County is Interstate 10 along with State Highways 90, 92, 181, 186, 191, 80 and 82. These highways add another 465 miles of roadways. These are highly traveled roadways as Interstate 10 is the main thoroughfare to get east and west throughout Arizona.

**Agency Problem:**

Youth alcohol violations and DUI continue to be a problem within the county. Due to the lack of manpower, directed activities to impact these violations have been a problem due to lack of overtime funding. The Sheriff's Office wants to continue enforcement activities in conjunction with the Southeastern Arizona DUI Task Force by conducting continuous and directed enforcement and educational activities throughout the year.

Attempting to curtail the problem of impaired driving the Cochise County Sheriff's Office participates in and is currently the lead agency for the Southeastern Arizona DUI Task Force. Over the years they have participated in coalition activities in an effort to reduce impaired driving related crashes and provide education to the public regarding the dangers of impaired driving. They participate in an average of 100 activities throughout the year to include enforcement and education.

Underage drinking cost the citizens of the United States billions of dollars each year. These costs include medical care, work loss, and pain and suffering associated with the multiple problems resulting from the use of alcohol by youth. This translates to excessive costs each year for each youth in the nation. Excluding pain and suffering from these costs, the direct costs of underage drinking incurred through medical care and loss of work cost the United States billions of dollars each year.

Youth violence and traffic crashes attributable to alcohol use by underage youth in the United States represent the largest costs for the nation. However, a host of other problems contribute substantially to the overall cost. Among teen mothers, fetal alcohol syndrome (FAS) and other related health issues costs the United States billions. Young people who begin drinking before age 15 are four times more likely to develop alcohol dependence and are two and a half times more likely to become abusers of alcohol than those who begin drinking at age 21. Thousands of youth 12- 20 years old are admitted for alcohol treatment in the United States, accounting for 9% of all treatment admissions for alcohol abuse in the nation.

The Cochise County Sheriff's Office bears an enormous responsibility to provide appropriate DUI and alcohol related enforcement covering a large geographic region. The area unavailable for regular patrol is still available to the underage drinkers. The number of minors that participate in parties throughout the remote areas of the county for the purpose of consuming alcohol continues to rise. These areas often go unchecked due to a countywide enforcement personnel shortage that impedes the ability to target youth alcohol violations. This inability to enforce these types of violations effectively compromises the safety and security of the community. In addition, these desert parties are also provide an environment conducive to abuse of illegal and prescription drugs. When the attendees of a party leave the location, they are generally under the influence of alcohol, drugs, or both and the probability of an impaired driving collision increases. In addition to minors participating in desert parties, there are liquor establishments that will sell alcohol to individuals under 21 without checking ID as well as adults that will purchase alcohol for those under 21 without regard to the well-being of the individual or safety of the community.

The Cochise County Sheriff's Office does not have the resources and funding to address activities to reduce underage drinking problems adequately in Cochise County.

**Agency Attempts to Solve Problem:**

The Cochise County Sheriff's Office has worked with local schools and officers to identify potential problem areas within the county. The agency employs saturation patrols when officers identify an area of concern. The Cochise County Sheriff's Office also responds to schools on request to educate students about the consequences of drug and alcohol use in an attempt at prevention. The Cochise County Sheriff's Office also partners with other law enforcement agencies to participate in DUI Task Force activities during times of increased youth alcohol use/underage consumption in Cochise County including prom and graduation, back to school, and spring break as well as other holidays.

**Agency Funding:**

Federal DOJ (2011) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance underage drinking enforcement activities throughout Cochise County. Liquor activities included but not limited to the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor.

**How Agency Will Solve Problem With Funding:**

The Cochise County Sheriff's Office will conduct saturation patrols in areas identified with a high potential for youth alcohol violations/underage consumption activity. The Cochise County Sheriff's Office will also work with officers and continue to share information about planned gatherings that may have minors and alcohol present. The type of enforcement activities conducted shall include sobriety checkpoints, private residence parties, Covert Underage Buying (CUB) Program, bars, restaurants, college campuses, high school campuses and other areas designated as underage alcohol activities.

**TRAFFIC DATA SUMMARY**

<b>DESCRIPTION</b>	<b>LAST YEAR (2010)</b>	<b>TWO YEARS AGO (2009)</b>	<b>THREE YEARS AGO (2008)</b>
<b>TOTAL FATAL COLLISIONS</b>	7	3	9
<b>TOTAL INJURY COLLISIONS</b>	66	54	132
<b>TOTAL COLLISIONS INVESTIGATED</b>	N/A	N/A	N/A
ALCOHOL-RELATED FATALITIES	0	1	4
ALCOHOL-RELATED INJURIES	3	6	14
SPEED-RELATED FATALITIES	7	1	5
SPEED-RELATED INJURIES	39	19	60
PEDESTRIAN FATALITIES	0	1	4
PEDESTRIAN INJURIES	0	0	0
BICYCLE FATALITIES	0	0	0
BICYCLE INJURIES	0	1	1
<b>TOTAL DUI ARRESTS</b>	584	941	975
<b>TOTAL EXTREME DUI .15 ARRESTS</b>	N/A	N/A	N/A
<b>TOTAL AGGRAVATED DUI ARRESTS</b>	N/A	N/A	N/A
<b>TOTAL DUI-DRUG ARRESTS</b>	65	76	48
<b>TOTAL DRE EVALUATIONS</b>	N/A	N/A	N/A
<b>SOBER DESIGNATED DRIVERS CONTACTED</b>	N/A	N/A	N/A
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	71	127	158
UNDERAGE DUI ARRESTS	74	89	108
UNDERAGE DUI-DRUG ARRESTS	26	20	14
<b>TOTAL AGENCY CITATIONS</b>	1,371	811	732
SPEED CITATIONS	1,181	523	477
RED LIGHT RUNNING CITATIONS	26	39	21
<b>SEAT BELT CITATIONS</b>	128	198	167
CHILD SAFETY SEAT CITATIONS	36	51	67



**GOALS/OBJECTIVES:**

Federal DOJ (2011) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance underage drinking enforcement activities throughout Cochise County. Liquor activities included but not limited to the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor. The following goals and objectives shall be accomplished as a result of this funding:

- Implement funding for Personnel Services (overtime) and Employee Related Expenses provided for underage drinking enforcement/DUI activities by December 31, 2012.
- Implement funding for the purchase of Capital Outlay (Fatal Vision Goggles) to enhance underage drinking enforcement/DUI activities by December 31, 2012
- To increase the Youth Alcohol (Title 4) Violation Citations by **20%** percent from the calendar 2010 base year total of **71 to 85** by December 31, 2012.
- To conduct at least **One (1)** Youth Alcohol/Underage Drinking related enforcement detail by December 31, 2012.
- To conduct at least **Four (4)** CUB Operations by December 31, 2012.
- Provide **four (4)** presentations to schools and public organizations implementing the fatal vision goggles
- To attend the 2012 GOHS Youth Alcohol/Underage Drinking Enforcement Course (Title 4/Fake ID) by December 31, 2012.
- To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Youth Alcohol/Underage Drinking in terms of money, criminal and human consequences.**

**METHOD OF PROCEDURE:**

The Cochise County Sheriff's Office will implement the following strategies to meet the outlined goals and objectives:

- Increase underage drinking enforcement capabilities by implementing additional personnel services (overtime) to participate in underage drinking enforcement/DUI activities
- To attend the 2012 GOHS Underage Alcohol Enforcement Course by December 31, 2012.

- The type of enforcement activities that will be conducted shall include: sobriety checkpoints, private residence parties, Covert Underage Buying (CUB) Program, bars, restaurants, college campuses, high school campuses and other areas designated as underage alcohol activities.
- Liquor activities included, but not limited to, the persons under the age of 21 years purchasing, possessing and/or consuming spirituous liquor.
- Implement a system of programs to deter alcohol/drug impaired underage driving, which will include aggressive enforcement of current laws, as well as visible and aggressive prosecution of violators.
- Develop Underage DUI enforcement project(s) that will provide highly visible patrols and selective enforcement methods utilizing up-to-date field sobriety techniques.
- Develop comprehensive community Underage DUI prevention projects that employ collaborative efforts in the development and execution of strategic information and education campaigns targeting youth, and focusing specific attention to those who engage in high-risk behaviors.
- Provide DRE training for enforcement officers, prosecutors, and judges to facilitate in the arrest, prosecution, and adjudication of underage alcohol and/or drug impaired drivers.
- Develop Public information and educational campaigns to raise awareness specific to Arizona's goals and objectives in reducing underage impaired driving fatalities and collisions. These activities shall include print, radio, television, on-line electronic and other possible innovative projects.
- Work in correlation with the statewide GOHS funded traffic safety prosecutor that is available to all police agencies and adjudicating prosecuting attorney's offices, particularly for cases that may set a state precedent.
- Provide training opportunities for laboratory technicians, law enforcement and prosecutors on use of current technology and new phlebotomy projects.
- Participation is mandatory in multi-agency task forces, specifically the statewide Arizona DUI Task Forces. The mission of these Task Forces is to ***"Unite Arizona communities to implement a coordinated public information and education campaign along with combined DUI enforcement activities with an emphasis on holidays and specific event days throughout the year."***
- To develop an Underage Drinking Operational Plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

And, in addition, it is the responsibility of the Cochise County Sheriff's Office to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 1000 hours the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

**PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being denied.**

**PRESS RELEASE:**

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported.** Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

**PURSUIT POLICY:**

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**Requirements for Public Information and Education Materials:**

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

**Requirements for Paid Media:**

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

**EQUIPMENT:****One (1) Fatal Vision Kit**

The Cochise County Sheriff's Office shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Cochise County Sheriff's Office further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by GOHS or to transfer or otherwise dispose of such equipment as directed by GOHS.

No equipment shall be conveyed, sold, salvaged, transferred, etc., without the express written approval of GOHS.

The Cochise County Sheriff's Office shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract.

The Cochise County Sheriff's Office shall incorporate any equipment purchased under this Contract into its inventory records.

The Cochise County Sheriff's Office shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

**Administrative and Maintenance Costs:**

The Cochise County Sheriff's Office shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **One (1) Fatal Vision Kit**

**Equipment Purchase:**

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If this requirement cannot be met, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period. Failure to comply may result in cancellation of the contract.

**Original Purpose of Equipment:**

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

**Insurance:**

It is agreed that the Cochise County Sheriff's Office shall adequately insure all capital equipment purchased under this contract for repair or replacement.

**METHOD OF PROCUREMENT:**

Procurement procedures shall be in accordance with the Project Director's Manual and Schedule C, Section X. Additionally, the Cochise County Sheriff's Office shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Cochise County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.



**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure that the objectives have been met.

**Semi-Annual Report (On-Line Only)**

Once every six (6) months during the grant period the Project Administrator shall submit an ***on-line reporting*** Performance Measures Data Report through the Department of Justice web-based **DCTAT (Data Collection and Technical Assistance Tool)** system. Performance Measures Data Report will be required every six (6) months during the grant period. These reports shall reflect semi-annual accomplishments, progress, and status of the project. At select times during the project period, specific information may be requested by State and Federal officials. The Project Director shall be required to supply this information within a reasonable time period as set forth in a request.

**\*\*\* ON-LINE REPORTING ONLY \*\*\***

**DCTAT (Data Collection and Technical Assistance Tool)** web site is located at <https://www.ojjdp-dctat.org/>

- User ID: **AZ0073G**
- Password: **gohs**
- DCTAT Help Desk Phone 1-866-487-0512

**Report Schedule (On-Line)**

<b>Reporting Period</b>	<b>Due Date (On-Line Reporting)</b>
<b>Semi-Annual Report</b> (January 1 to June 30, 2012)	July 15, 2012
<b>Semi-Annual Report</b> (July 1 to December 31, 2012)	January 15, 2013
<b>Semi-Annual Report</b> (October 1 to December 31, 2012)	January 15, 2013

The Semi-Annual Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. ***Note:*** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than 30 days following the contract end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following (this will be a 1-2 page report on agency letterhead to include the items listed below):

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?

- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project?
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

**Final Statement Report Schedule**

Reporting Period	Due Date
Final Statement of Accomplishment	January 31, 2013

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

Larry Dever, Sheriff, Cochise County Sheriff's Department, shall serve as Project Director.

Mark Genz, Lieutenant, Cochise County Sheriff's Department, shall serve as Project Administrator.

Michelle S. Cota, DOJ Project Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

**REPORT OF COSTS INCURRED (RCI):**

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (December 31st). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project under Schedule C, IIB.

The 10 percent retention, Schedule C, IIA, is waived.

### **PROJECT MONITORING:**

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

### **Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

<b>Total Awarded Amount</b>		<b>Type of Monitoring</b>
Under \$15,000,00		Desk Review/Phone Conference
\$15,000-\$50,000		In-House GOHS Review
\$50,000+		On-Site
Capital Outlay \$5,000+ (Single Item)		On-Site
Desk Review	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence.	
Phone Conference	A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated	

	project administrator and fiscal contact must be present during the phone conference.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Completed at GOHS in a meeting setting with affected personnel. Monitoring form written on-site and reviewed later with agency by Project Coordinator before providing a copy to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information Conducted at agency with monitoring form completed on-site by Project Coordinator. GOHS will provide findings to agency via letter and a copy of monitoring form to the grantee.

**Documentation**

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

The Project Period shall commence on the date the GOHS Director signs the U.S. Department of Justice–Office of the Juvenile Justice and Delinquency Prevention Contract and terminate on Date Contract Ends: December 31 of that or subsequent year as indicated on the U.S. Department of Justice–Office of the Juvenile Justice and Delinquency Prevention Contract.

**DURATION:**

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.



**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$2,899.00
II.	Employee Related Expenses	\$1,101.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$1,000.00
	One (1) Fatal Vision Goggles (Kit)	

**TOTAL ESTIMATED COSTS           \*\$5,000.00**

\*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Cochise County Sheriff's Office shall absorb expenditures in excess of **\$5,000.00**.

**DAILY ENFORCEMENT REPORT**  
(For Agency Use Only)

\_\_\_\_\_  
Month                      Day                      Year

Contract Number: 2012-DOJ-015 (2011)  
Reporting Agency: Cochise County Sheriff's Office

Description	Contract Activity	PD Total
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI-DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

Revised 11-14-2011

**QUARTERLY ENFORCEMENT REPORT**  
**(Submitted to GOHS)**

\_\_\_\_\_  
**Reporting Period**

**Contract Number: 2012-DOJ-015 (2011)**  
**Reporting Agency: Cochise County Sheriff's Office**

<b>Description</b>	<b>Contract Activity</b>	<b>PD Total</b>
<b>TOTAL FATAL COLLISIONS</b>		
<b>TOTAL INJURY COLLISIONS</b>		
<b>TOTAL COLLISIONS INVESTIGATED</b>		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
<b>TOTAL DUI ARRESTS</b>		
<b>TOTAL EXTREME DUI .15 ARRESTS</b>		
<b>TOTAL AGGRAVATED DUI ARRESTS</b>		
<b>TOTAL DUI-DRUG ARRESTS</b>		
<b>TOTAL DRE EVALUATIONS</b>		
<b>SOBER DESIGNATED DRIVERS CONTACTED</b>		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
<b>TOTAL AGENCY CITATIONS</b>		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
<b>SEAT BELT CITATIONS</b>		
CHILD SAFETY SEAT CITATIONS		

Revised 11-14-2011

HIGHWAY SAFETY CONTRACT

SCHEDULE C

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# HIGHWAY SAFETY CONTRACT

## SCHEDULE C

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## **SCHEDULE C**

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

### **I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

### **II. Reimbursement of Eligible Expenses**

- A. Ten percent (10%) of the claim amount can be maintained by STATE until satisfactory conclusion of the Contract.

- B. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".
- C. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- D. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 and any checklist attached to Schedule B will apply.

All out-of-state travel must be approved in writing in advance by STATE.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

**VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

**X. "Common Rule" and OMB Circular No. A-102 (Revised)**

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments  
The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

## **XI. Equal Opportunity**

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

## **XII. Executive Order 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

## **XIII. Application of Hatch Act**

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

## **XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will

not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

**XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

**XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

**XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. E-Verify**

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

**XX. Sudan and Iran**

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

**XXI. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will



discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

## **XXII. Cancellation Statute**

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

## REIMBURSEMENT INSTRUCTIONS

1. **Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):**

Name: Rodney W. Rothrock

Title: Chief Deputy

Telephone Number: 520-432-9505 Fax Number: 520-432-7603

E-mail Address: rrothrock@cochise.az.gov

2. **Agency's Fiscal Contact:**

Name: Jody Sanders

Title: Business Manager

Telephone Number: 520-432-9516 Fax Number: 520-432-3517

E-mail Address: jsanders@cochise.az.gov

Federal Identification Number: 86-6000398

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Cochise County Sheriff's Office

Warrant/Check to be mailed to:

Cochise County Sheriff's Office  
(Agency)

205 N. Judd Drive  
(Address)

Bisbee, AZ 85603  
(City, State, Zip Code)

## **AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**

### **Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

### **Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

### **Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

### **Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

## Lobbying Restrictions

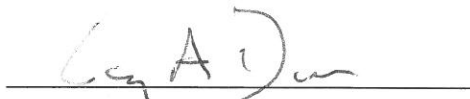
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### ***Signature of Project Director:***

Sheriff Larry Dever  
Cochise County Sheriff's Office

  
\_\_\_\_\_  
1-4-12 520-432-9505

Date

Telephone

#### ***Signature of Authorized Official of Governmental Unit:***

Patrick Call, Chairman  
Cochise County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

## **AUTHORITY & FUNDS**

1. This Project is authorized by 23 U.S.C. §402, and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Justice – Office of the Juvenile Justice and Delinquency Prevention. The expenses are reimbursable under the Arizona Governor's Office of Highway Safety, under Enforcing Underage Drinking Laws (EUDL) Program Area **DOJ (2011)**, as approved for by the U.S. Department of Justice.

- |    |           |                                      |           |                          |
|----|-----------|--------------------------------------|-----------|--------------------------|
| 2. | <b>A.</b> | <b>EFFECTIVE DATE:</b>               | <b>B.</b> | <b>FEDERAL FUNDS:</b>    |
|    |           | <u>Authorization to Proceed Date</u> |           | <u><b>\$5,000.00</b></u> |
- 
3. **AGREEMENT AND AUTHORIZATION TO PROCEED**  
by State Official responsible to Governor for the  
administration of the State Highway Safety Agency

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Alberto Gutier, Director  
Governor's Office of Highway Safety  
Governor's Highway Safety Representative

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Approval Date